

**AMENDMENT NO. 3**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON MAINE,  
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
D/B/A BELL ATLANTIC - MAINE**

**and**

**CELLCO PARTNERSHIP, and  
PORTLAND CELLULAR PARTNERSHIP,  
D/B/A VERIZON WIRELESS**

**FOR MAINE**

This Amendment No. 3 (the "Amendment") shall be deemed effective on January 1, 2004 (the "Effective Date") by and between Verizon New England Inc., doing business as Verizon Maine, formerly known as New England Telephone and Telegraph Company, doing business as Bell Atlantic - Maine ("Verizon"), and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and the other Verizon Wireless Parties listed on the signature page of this Amendment (Cellco Partnership and the other Verizon Wireless Parties are each hereinafter referred to as "Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties"). This Amendment covers services in the State of Maine (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 which was effective January 20, 2000 (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to add provisions to govern the exchange of toll free service access code (e.g., 800/877/888) ("8YY") calls between the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the Toll Free Service Access Code Traffic Attachment attached hereto shall govern the exchange of toll free service access code calls between the Parties.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement,

or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Verizon New England Inc.,  
Doing Business As  
Verizon Maine

By: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection  
Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership, Doing  
Business As Verizon Wireless

Portland Cellular Partnership,  
Doing Business As  
Verizon Wireless, by  
Cellco Partnership, its  
General Partner

By: \_\_\_\_\_

Printed: A. J. Melone

Title: Staff Vice President –  
Network Operations Support